Terms & Conditions

1. Interpretation

1.1 BUYER means the person who accepts a quotation of the Seller for the sale of the Goods specified under any quotation approved by the Seller.

1.2 SELLER means Boyne Business Equipment Limited. (Registered in England under number 1379794).

1.3 CONDITIONS means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

1.4 CONTRACT means the contract for the purchase and Sale of Goods.

1.5 WRITING includes Telex, cable, facsimile transmission and comparable means of electronic communication.

1.6 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision and amended, re-enacted or construed as it may be at the time of a contract.

1.7 The headings in these conditions are for convenience only and shall not affect their interpretation.

2. Basis of the Sale

2.1 The Seller and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written or oral agreement entered into with the Buyer in writing or which may be thereafter made in accordance with these Conditions. The Seller shall be bound to the Buyer only if the Buyer accepts the Goods.

2.2 No variation to these conditions shall be binding unless agreed in writing between an authorized representative of the Buyer and a Director of the Seller.

2.3 The Seller's employees or agents are not authorised to make any representation concerning the Goods unless confirmed by the Seller in writing. In entering into the contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not confirmed in writing.

2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods or as to any other matter shall be given in good faith and without responsibility and without any action or act upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of order, invoice or other document or information furnished by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Orders and Specifications

3.1 An Order for the Goods shall be in writing and shall not be deemed to be accepted by the Buyer unless and until confirmed in writing by the Seller's authorised representative.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms and specifications specified by it (including any applicable specifications) submitted to the Buyer and for giving the Seller any necessary information relating to the Goods which is sufficient to enable the Seller to perform the contract in accordance with its terms.

3.3 The quantity, quality and description of any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or Orders approved by the Seller.

3.4 If the Goods are to be manufactured or any process to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Seller shall be under no liability for any loss, damage, costs, losses or expenses incurred or suffered by the Buyer in connection with or arising out of the non-fulfilment of any contract in respect of any specification submitted by the Buyer and for giving the Buyer any necessary information relating to the Goods which is sufficient to enable the Seller to perform the contract in accordance with its terms.

3.5 All drawings and specifications produced by the Seller and the copyright and any design right as regards are hereby reserved. No copies shall be made or extracted except for those whatsoever without the written permission of the Seller. Any drawings and specification so prepared shall be returned by the Buyer to the Seller on the cessation of the Contract.

3.6 The Seller reserves the right to make changes in the specifications of the Goods which are required to conform to any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.7 No order which has been accepted by the Seller may be cancelled or varied by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall forthwith pay to the Seller a sum not less than the loss (including loss of profit), costs, (including the cost of all labour and materials incurred) damages, charges and expenses incurred by the Seller as a result of such cancellation.

4. Price of Goods

4.1 The price of the Goods shall be the Seller's quoted price or, if no price has been quoted, the price which shall be charged shall be that which is indicated on the Seller's published price list at the date of acceptance of the order. All prices quoted are exclusive of VAT. The price quoted shall be that in force at the time earlier accepted by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price to reflect any increase in the cost of the Goods (whether or not due to any unforeseeable cause) and for any time after the delivery of the goods. Where the Goods are to be collected by the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to (a) charge the Buyer for the full price of the Goods at the time of the Buyer's refusal, or (b) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

5. Terms of Payment

5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or any other day after delivery of the goods. Where the Goods are to be collected by the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to (a) charge the Buyer for the full price of the Goods at the time of the Buyer's refusal, or (b) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

5.2 The Buyer shall pay the price of the Goods within the terms of the written quotation or within 30 days of the date of the Buyer's invoice, (whichever shall be the earlier). Payment shall be made to the Seller at its principal Place of Business. The Property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the contract. Receipts for payment will be issued as and when the price is paid.

5.3 If the Buyer fails to make any payment on the due date then without prejudice, to any other right or remedy available to the Seller, the Seller shall be entitled to:

- i. cancel the contract or suspend any further deliveries to the Buyer;

- ii. appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied by the Seller) as the Seller in the Buyer's and the Seller's sole discretion directs, as the Seller may think fit (notwithstanding any particular appropriation by the Buyer); and

- iii. charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4% per cent per month until full payment is made (part payment being treated as a full month for the purpose of calculating interest).

6. Delivery

6.1 Delivery of the Goods shall be made by the Seller collecting the Goods at the Buyer's premises. If the Buyer does not collect the Goods or accept delivery of the Goods however caused, time shall be of the essence.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and no right or remedy of the Buyer on any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall entitle the Buyer to refuse the Goods or to withhold payment of the price of any one or more of the instalments.

6.4 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control of the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess of the Buyer's loss (not including the reasonable market value of such goods as the Seller supplies to replace those not delivered over the price of the Goods.

6.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of a manifest defect beyond the Buyer's reasonable control or by reason of the Seller's fault then, without prejudice to any other right or remedy available to the Seller, the Seller may:

- i. store the Goods until actual delivery and charge the Buyer for the reasonable cost of storage;

- ii. sell the Goods at the best price reasonably obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall in the price of the contract.

7. Risk and Property

7.1 Risk of damage or loss of the Goods shall pass to the Buyer, in the case of the Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection or, in the case of the Goods to be delivered otherwise than at the Seller's premises, at the time of delivery, or, if the Buyer wrongly fails to take delivery of the Goods at the time when the Seller has tendered delivery of the Goods, at the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of the risk of the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received the full price of the Goods and all other charges due to the Seller.

7.3 The Seller shall be entitled to (a) enter the Buyer's premises and remove the Goods, and (b) charge the Buyer for the reasonable cost of such removal.

7.4 The price of the Goods in the possession of the Buyer, to the Buyer, the Seller shall hold on trust for the Seller and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until title to the Goods shall be vested in the Buyer the Buyer shall be entitled to use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer, and in the case of tangible proceeds, properly stored, protected and insured.

7.5 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods on trust for the Seller and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until title to the Goods shall be vested in the Buyer the Buyer shall be entitled to use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer, and in the case of tangible proceeds, properly stored, protected and insured.

7.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness of any goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8. Warranties and Liability

8.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will free from defects in material and workmanship.

8.2 The above warranty is given by the Seller subject to the following conditions:

- i. the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer.

- ii. the Seller shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failures due to inappropriate use, improper installation of the Goods or in writing, misuse or alteration or repair of the Goods without the Seller's approval;